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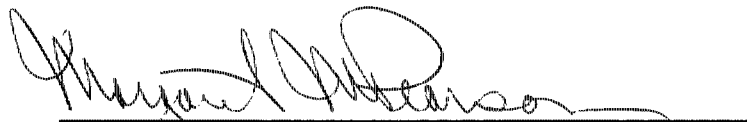
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INTERSTATE COMMERCE COMMISSION

CERTIFICATE

I, MARGARET M. PEARSON, Notary Public, State of Wisconsin, hereby certify that I have compared the attached copy of the Ninth Supplemental Indenture dated November 15, 1960 with the original instrument and found the copy to be complete and identical in all respects to the original.

Executed on this 9th day of December 1992.



Margaret M. Pearson
Notary Public, State of Wisconsin
My Commission expires March 19, 1995
Telephone: (414) 221-2235

(SEAL)

[Conformed Copy with Recording Data]

WISCONSIN ELECTRIC POWER COMPANY

TO

FIRST WISCONSIN TRUST COMPANY

As Trustee

18035-1
RECORDATION NO. FILED 1428

DEC 10 1992 11 25 AM
INTERSTATE COMMERCE COMMISSION

Ninth Supplemental Indenture

DATED NOVEMBER 15, 1960

**First Mortgage Bonds,
5% Series due 1990**

WISCONSIN ELECTRIC POWER COMPANY
Ninth Supplemental Indenture dated November 15, 1960

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SUPPLEMENTAL INDENTURE, dated the fifteenth day of November, Nineteen hundred and sixty (1960) made by and between WISCONSIN ELECTRIC POWER COMPANY, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company"), party of the first part, and FIRST WISCONSIN TRUST COMPANY, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called the "Trustee"), as Trustee under the Mortgage and Deed of Trust dated October 28, 1938, hereinafter mentioned, party of the second part;

WHEREAS, the Company has heretofore executed and delivered to the Trustee its Mortgage and Deed of Trust dated October 28, 1938, as amended June 1, 1946, May 1, 1952 and April 1, 1958 (said Mortgage and Deed of Trust, as so amended, being hereinafter sometimes referred to as the "Original Indenture"), to secure the payment of the principal of and the interest and premium, if any, on all Bonds at any time issued and outstanding thereunder, and to declare the terms and conditions upon which Bonds are to be issued thereunder; and indentures supplemental thereto dated October 28, 1938, June 1, 1946, March 1, 1949, June 1, 1950, May 1, 1952, May 1, 1954, April 15, 1956 and April 1, 1958, respectively, have heretofore been entered into between the Company and the Trustee; and

WHEREAS, Bonds have been issued by the Company under said Mortgage and Deed of Trust prior to the date hereof as follows:

(1) \$55,000,000 principal amount of First Mortgage Bonds, 3½% Series due 1968, all of which have been redeemed prior to the date of execution hereof;

(2) \$50,000,000 principal amount of First Mortgage Bonds, 2½% Series due 1976 (herein called the "Bonds of 1976 Series"), which are described in the Supplemental Indenture dated June 1, 1946 (hereinafter called the "Supplemental Indenture of June 1, 1946"), of which \$47,844,000 principal amount remain outstanding at the date of execution hereof;

(3) \$10,000,000 principal amount of First Mortgage Bonds, 2⅞% Series due 1979 (herein called the "Bonds of 1979 Series"), which are described in the Supplemental Indenture dated March 1,

1949 (hereinafter called the "Supplemental Indenture of March 1, 1949"), of which \$9,597,000 principal amount remain outstanding at the date of execution hereof;

(4) \$15,000,000 principal amount of First Mortgage Bonds, 2¾% Series due 1980, which are described in the Supplemental Indenture dated June 1, 1950, of which \$14,279,000 principal amount remain outstanding at the date of execution hereof;

(5) \$12,500,000 principal amount of First Mortgage Bonds, 3¼% Series due 1982, which are described in the Supplemental Indenture dated May 1, 1952, of which \$11,996,000 principal amount remain outstanding at the date of execution hereof;

(6) \$20,000,000 principal amount of First Mortgage Bonds, 3⅛% Series due 1984, which are described in the Supplemental Indenture dated May 1, 1954, of which \$19,564,000 principal amount remain outstanding at the date of execution hereof;

(7) \$30,000,000 principal amount of First Mortgage Bonds, 3⅞% Series due 1986, which are described in the Supplemental Indenture dated April 15, 1956, of which \$28,388,000 principal amount remain outstanding at the date of execution hereof;

(8) \$30,000,000 principal amount of First Mortgage Bonds, 4⅞% Series due 1988, which are described in the Supplemental Indenture dated April 1, 1958, of which \$29,400,000 principal amount remain outstanding at the date of execution hereof;

and

WHEREAS, the Company is entitled at this time to have authenticated and delivered additional Bonds on the basis of the net bondable value of property additions not subject to an unfunded prior lien, upon compliance with the provisions of Section 4 of Article III of the Original Indenture; and

WHEREAS, the Company desires by this Supplemental Indenture to provide for the creation of a new series of bonds under the Original Indenture, to be designated "First Mortgage Bonds, 5% Series due 1990" (hereinafter called the "Bonds of 1990 Series"); and the Original Indenture provides that certain terms and provisions, as

determined by the Board of Directors of the Company, of the Bonds of any particular series may be expressed in and provided for by the execution of an appropriate supplemental indenture; and

WHEREAS, the Original Indenture provides that the Company and the Trustee may enter into indentures supplemental to the Original Indenture to convey, transfer and assign to the Trustee and to subject to the lien of the Original Indenture additional properties acquired by the Company; and to add to the covenants and agreements of the Company contained in the Original Indenture other covenants and agreements thereafter to be observed; and

WHEREAS, the Company, in the exercise of the powers and authority conferred upon and reserved to it under the provisions of the Original Indenture and pursuant to appropriate resolutions of its Board of Directors, has duly resolved and determined to make, execute and deliver to the Trustee a Supplemental Indenture in the form hereof for the purposes herein provided; and

WHEREAS, all conditions and requirements necessary to make this Supplemental Indenture a valid, binding and legal instrument have been done, performed and fulfilled and the execution and delivery hereof have been in all respects duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That, in consideration of the premises and of the mutual covenants herein contained and of the acceptance of this trust by the Trustee and of the sum of One Dollar duly paid by the Trustee to the Company at or before the time of the execution of this Supplemental Indenture, and of other valuable considerations, the receipt whereof is hereby acknowledged, and in order further to secure the payment of the principal of and interest (and premium, if any) on all Bonds at any time issued and outstanding under the Original Indenture as amended by all indentures supplemental thereto (hereinafter sometimes collectively called the "Indenture"), according to their tenor, purport and effect, the Company has executed and delivered this Supplemental Indenture and has granted, bargained, sold, warranted, aliened, remised, released, conveyed, assigned, transferred, mortgaged, pledged, set over, ratified and confirmed and by these presents does grant, bargain, sell, warrant,

alien, remise, release, convey, assign, transfer, mortgage, pledge, set over, ratify and confirm unto First Wisconsin Trust Company, as Trustee, and to its successors in trust under the Indenture forever, all and singular the following described properties (in addition to all other properties heretofore specifically subjected to the lien of the Indenture and not heretofore released from the lien thereof)—that is to say:

FIRST.

The following described parcels of real estate, all of which are located in the State of Wisconsin in the respective counties hereinafter specified:

DODGE COUNTY

1. *Lebanon Substation*: That part of the NW $\frac{1}{4}$ of Section 29, Township 9 north, Range 16 east, described as follows: Beginning at the northeast corner of said NW $\frac{1}{4}$ of said Section 29; running thence westerly on and along the north line of said section, a distance of 613 feet to the point of beginning of the land herein described; running thence southerly and perpendicular to the north line of said section, a distance of 200 feet to a point; thence westerly and parallel with said north section line, 150 feet to a point; thence northerly and perpendicular to said north section line, 200 feet to a point in said north section line; thence easterly on and along said north section line, 150 feet to the place of beginning; subject to C.T.H. "O" on the north.

FOND DU LAC COUNTY

2. *Auburn Substation*: That part of the NW $\frac{1}{4}$ of Section 33, Township 13 north, Range 19 east, described as follows: Beginning at a point in the west line of said Section 33, which point is 580.0 feet south of the northwest corner of said section; running thence south on and along said west section line, 400.00 feet to a point; thence east and parallel with the north line of said section, a distance of 435.60 feet to a point; thence north and parallel with said west section line, 400.00 feet to a point; thence west and parallel with said north section line, 435.60 feet to the place of beginning; subject to S.T.H. 45 on the west.

3. *Eden Substation*: That part of the SW $\frac{1}{4}$ of Section 8, Township 14 north, Range 18 east, described as follows: Beginning at a point in the east line of said SW $\frac{1}{4}$ of said Section 8, which point is 508.20 feet north of the southeast corner of said quarter section, said point being in the center line of C.T.H. "B"; running thence south on and along the east line of said quarter section, a distance of 350.00

feet to a point; thence west and perpendicular to the east line of said quarter section, a distance of 115.00 feet to a point; thence north and parallel with the east line of said quarter section, a distance of 246.82 feet to a point in the center line of said C.T.H. "B"; thence north-easterly on and along the center line of said highway, 154.51 feet to the place of beginning; subject to C.T.H. "B" on the north.

JEFFERSON COUNTY

4. *Jefferson Switching Station:* That part of the NE $\frac{1}{4}$ of Section 2, Township 6 north, Range 15 east, described as follows: Beginning at a point in the west line of said NE $\frac{1}{4}$ of said Section 2, said point being 2,156.5 feet south of the northwest corner of said quarter section; running thence east and perpendicular to said west quarter section line, 395 feet to a point in the center line of S.T.H. 18, said point being the place of beginning of the land herein described; running thence north and parallel with said west quarter section line, 215.00 feet to a point; thence east and perpendicular to said west quarter section line, 120.00 feet to a point; thence south and parallel with said west quarter section line, 200.00 feet to a point in the center line of said S.T.H. 18; thence southwesterly on and along the center line of S.T.H. 18, a distance of 120.94 feet to the place of beginning; subject to S.T.H. 18 on the south.

5. *Addition to Little Prairie Substation:* That part of the SE $\frac{1}{4}$ of Section 36, Township 5 north, Range 16 east, described as follows: Beginning at a point in the east line of said Section 36, said point being 1,317.5 feet north of the southeast corner of said section and also being the southeast corner of lands now owned and held by Wisconsin Electric Power Company, which lands are described in that certain Warranty Deed recorded in Volume 242 of Deeds, on Page 332, as Document No. 411369, Jefferson County Registry; running thence west on and along the south line of said lands now owned and held by said company, said south line also being the south line of the N $\frac{1}{2}$ of said SE $\frac{1}{4}$ of said Section 36, a distance of 128 feet to the southwest corner of said lands now owned and held by said company, which point is the place of beginning of the land herein described; continuing thence west on and along the south line of the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of said section, a distance of 20 feet to a point; thence north and parallel with the east line of said section, a distance of 120 feet to a point; thence east and parallel with the south line of the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of said section, a distance of 148 feet to a point in the east line of said section; thence south on and along said east section line, 20 feet to the northeast corner of said lands owned by said company; thence west on and along the north line of said lands, 128 feet to the northwest corner of said lands; thence south on and along the west line of said lands, 100 feet to the place of beginning; subject to a highway on the east.

KENOSHA COUNTY

6. *Transmission Line Land*: That part of the NW $\frac{1}{4}$ of Section 24, Township 1 north, Range 22 east, described as follows: Beginning at the southwest corner of said NW $\frac{1}{4}$ of said Section 24; running thence South $87^{\circ} 27' 54''$ East on and along the south line of said quarter section, a distance of 610.73 feet to a point in the center line of S.T.H. 174, which point is the place of beginning of the land herein described; running thence North $46^{\circ} 54' 03''$ East on and along the center line of S.T.H. 174, a distance of 987.42 feet to a point in the east line of the W $\frac{1}{2}$ of said quarter section; thence South $0^{\circ} 04' 32''$ West on and along the east line of the W $\frac{1}{2}$ of said quarter section, a distance of 706.55 feet to a point in the south line of said quarter section; thence North $87^{\circ} 27' 54''$ West on and along the south line of said quarter section, a distance of 720.77 feet to the place of beginning; subject to S.T.H. 174 on the northwest side.

MILWAUKEE COUNTY

7. *Brookdale Substation*: The south 14 acres of the north 21 acres, and the north 19 acres of the south 59 acres, of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 20, Township 6 north, Range 21 east, in the City of Greenfield; subject to South 92nd Street on the east.

8. *Derby Substation*: Lots 1, 2, 3 and 4, in Block 14, Second Addition To Greater Milwaukee Heights Subdivision, being a part of the NE $\frac{1}{4}$ of Section 4, Township 7 north, Range 21 east, City of Milwaukee.

9. *Addition to E.D. Stores and Equipment Building*: That part of the NW $\frac{1}{4}$ of Section 34, Township 7 north, Range 21 east, City of Milwaukee, described as follows: Beginning at the point of intersection of the west line of said Section 34 and the north line of the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, said point being 237.23 feet north of the southwest corner of said quarter section; running thence South $86^{\circ} 43'$ East along the north line of said railroad right of way, 250 feet to a point; thence north and parallel with the west line of said section, a distance of 200 feet to a point; thence North $86^{\circ} 43'$ West and parallel with the north line of said railroad right of way, 250 feet to a point in the west line of said section; thence south along said west section line, 200 feet to the point of beginning; except the west 50 feet of the above described premises.

10. *Pennsylvania Substation*: All that part of the SW $\frac{1}{4}$ of Section 22, Township 5 north, Range 22 east, City of Oak Creek, described as follows: Beginning at the southwest corner of said Section 22; running thence east on and along the south line of said section, a

distance of 1,039.07 feet to a point in the east line of the railway right of way of Chicago and North Western Railway Company, said point being the place of beginning of the land to be described; continuing thence east on and along said south section line, 500 feet to a point; thence north and perpendicular to said south section line, 659.32 feet to a point; thence west and parallel with said south section line, 567.18 feet to a point in the east right-of-way line of said railway company; thence South 5° 49' East on and along said east railway right-of-way line 662.75 feet to the place of beginning; subject to S.T.H. 100 on the south.

11. *Russell Terminal:* Lots 22 and 23, in Block 15, in the Village of Bay View, on the Lands of The Milwaukee Iron Co., being a part of Sections 9 and 10, Township 6 north, Range 22 east.

12. *Transmission Line Land:* Lot 14, in Block 3, in Schubert's Woodside Addition No. 1, being a subdivision of part of the NW $\frac{1}{4}$ of Section 19, Township 7 north, Range 21 east, City of Wauwatosa.

Also that part of the NE $\frac{1}{4}$ of Section 7, Township 5 north, Range 21 east, City of Franklin, described as follows: Beginning at the southwest corner of said NE $\frac{1}{4}$ of said Section 7; running thence North 1° 42' 37" West, 1,724.97 feet to a point; thence North 15° 23' East, 85.05 feet, more or less, to a point which is 25 feet easterly of the west line of said quarter section (measured perpendicular thereto), said point being on the east line of the right of way of Wisconsin Electric Power Company and also being the point of beginning of the land herein described; running thence North 12° 29' 17" East, 755.12 feet to a point; thence North 37° 18' 43" West, 46.34 feet to a point, which point is 60 feet south of the north line of said quarter section (measured perpendicular thereto); thence South 89° 59' 34" West along a line 60 feet south of and parallel with the north line of said quarter section, a distance of 158.31 feet, more or less, to a point which is 25 feet easterly of the west line of said quarter section (measured perpendicular thereto), said point also being in the east line of the right of way of Wisconsin Electric Power Company; thence south on and along said east right-of-way line to the place of beginning.

Also that part of the SW $\frac{1}{4}$ of Section 20, Township 6 north, Range 21 east, City of Greenfield, described as follows: Beginning at a point in the west line of the right of way of Wisconsin Electric Power Company, which point is 37.5 feet west of the east line and 1,278.49 feet south of the north line of said SW $\frac{1}{4}$ of said Section 20; running thence North 88° 15' West, 627.62 feet to a point; thence South 1° 05' West, 121.01 feet to a point; thence South 88° 15' East, 628.00 feet to a point in the west line of said right of way; thence North 0° 54' East on and along said west right-of-way line, 121.01 feet to the place of beginning; subject to reservation of the right to dedicate, for

a public roadway, a strip not more than 66 feet wide, running in a north-and-south direction across said premises.

Also that part of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 7, Township 6 north, Range 21 east, City of West Allis, described as follows: Beginning at the northeast corner of said SE $\frac{1}{4}$ of said Section 7; running thence west on and along the north line of said quarter section, a distance of 1,321.12 feet to the northwest corner of the E $\frac{1}{2}$ of said quarter section; thence South $0^{\circ} 36'$ East on and along the west line of the E $\frac{1}{2}$ of said quarter section, a distance of 1,187.22 feet to a point in the center line of West Mequanigo Drive, as platted in National Avenue Homesites subdivision, which point is the place of beginning of land herein described; running thence North $51^{\circ} 41'$ East on and along the center line of said West Mequanigo Drive, 117.56 feet to a point; thence South $0^{\circ} 36'$ East parallel with and 93 feet distant from the west line of said E $\frac{1}{2}$ of said quarter section, a distance of 442.44 feet to a point in the center line of West National Avenue; thence South $51^{\circ} 41'$ West on and along the center line of West National Avenue, 117.56 feet to a point in the west line of the E $\frac{1}{2}$ of said quarter section; thence North $0^{\circ} 36'$ West on and along said west line, 442.44 feet to the place of beginning; subject to West National Avenue on the south.

Also Lots 4, 5, 6, 7, 8, 9, 10 and 11, in Block 5, National Avenue Homesites, being a subdivision of a part of the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 7, Township 6 north, Range 21 east, City of West Allis.

Also that part of the SE $\frac{1}{4}$ of Section 31, Township 7 north, Range 21 east, City of West Allis, described as follows: Beginning at a point in the south line of said Section 31, said point being 1,147.64 feet west of the southeast corner of said section; running thence west on and along the south line of said section, a distance of 70.00 feet to a point; thence north, parallel with the center line of South 112th Street, as platted in Greenfield Lawns, and 122.00 feet distant therefrom, 177.00 feet to a point; thence east and parallel with the south line of said section, a distance of 70.00 feet to a point; thence south 177.00 feet to the place of beginning; subject to a 60 foot strip for West Greenfield Avenue on the south.

Also that part of the SE $\frac{1}{4}$ of Section 31, Township 7 north, Range 21 east, City of West Allis, described as follows: Beginning at a point in the center line of South 112th Street, as platted in Greenfield Lawns, said point being 177 feet north of the south line of said Section 31; running thence north along the center line of said South 112th Street, 483 feet to a point; thence east and parallel with the south section line, 166 feet to a point; thence south and parallel with the center line of said South 112th Street, 483 feet to a point; thence west and parallel with said south section line, 166 feet to the place of beginning; excepting therefrom the west 30 feet for street purposes.

Also Lots 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14 and 15, in Block 3, Greenfield Lawns, being a subdivision of a part of the SE $\frac{1}{4}$ of Section 31, Township 7 north, Range 21 east, City of West Allis.

Also Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14 and 15, in Block 2, Greenfield Lawns, being a subdivision of a part of the SE $\frac{1}{4}$ of Section 31, Township 7 north, Range 21 east, City of West Allis.

Also Lots 1, 2, 3, 4, 5 and 6, in Block 1, Greenfield Lawns, being a subdivision of a part of the SE $\frac{1}{4}$ of Section 31, Township 7 north, Range 21 east, City of West Allis.

Also that part of the SE $\frac{1}{4}$ of Section 31, Township 7 north, Range 21 east, City of West Allis, described as follows: Beginning at a point in the center line of South 112th Street, which point is the northeast corner of Greenfield Lawns as platted; running thence north on and along the center line of said South 112th Street extended north from Greenfield Lawns, 40.60 feet to a point; thence in a westerly direction, 170.48 feet to a point in the center line of the alley extended north from Block 1 in said Greenfield Lawns; thence south on and along the center line of said alley extended north, 40.21 feet to a point in the north line of said Greenfield Lawns; thence east on and along the north line of said Greenfield Lawns, 170.90 feet to the place of beginning.

Also the east 335.48 feet of the north 10 acres of the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 31, Township 7 north, Range 21 east, City of West Allis.

Also that part of the NW $\frac{1}{4}$ of Section 18, Township 5 north, Range 21 east, City of Franklin, described as follows: Beginning at the northwest corner of said Section 18; running thence South 0° 01' East on and along the west line of said section, a distance of 25.02 feet to a point in the south line of the right of way of Wisconsin Electric Power Company, said point being the place of beginning of land herein described; running thence South 87° 37' East on and along said south right-of-way line, 318.86 feet to the center line of old North Cape Road; continuing thence on and along said south right-of-way line, 505.40 feet to the west line of new North Cape Road (C.T.H. "00"); thence South 42° 19' West on and along said west line of said road, 130.41 feet to a point; thence North 87° 37' West, 473.73 feet to the center line of old North Cape Road; continuing thence North 87° 37' West, 262.63 feet to the west line of said section; thence North 0° 01' West, 100.09 feet to the place of beginning; subject to old North Cape Road.

Also that part of the SW $\frac{1}{4}$ of Section 7, Township 5 north, Range 21 east, City of Franklin, described as follows: Beginning at the southwest corner of said Section 7; running thence South 87° 37' East on and along the south line of said section, a distance of 1,041.86 feet

to a point in the east line of new North Cape Road (C.T.H. "00"); thence North 42° 19' East on and along the east line of said North Cape Road, 65.21 feet to a point, which point is the place of beginning of land herein described; continuing thence North 42° 19' East on and along said east line of said road, 601.52 feet to a point; thence South 87° 37' East and parallel with said south section line, 494.45 feet to a point; thence South 13° 36' 36" West, 470.27 feet to a point; thence North 87° 37' West and parallel with said south section line, 789.02 feet to the place of beginning.

Also that part of the SW $\frac{1}{4}$ of Section 7, Township 5 north, Range 21 east, City of Franklin, described as follows: Beginning at the southeast corner of said SW $\frac{1}{4}$ of said Section 7; running thence North 0° 38' East on and along the east line of said quarter section, a distance of 511.52 feet to a point; thence North 87° 37' West and parallel with the south line of said quarter section, a distance of 30.02 feet to a point in the west right-of-way line of Wisconsin Electric Power Company, which point is the beginning of land herein described; running thence South 0° 38' West on and along said right-of-way line, 31.52 feet to a point; thence North 87° 37' West, 50 feet to a point; thence South 0° 38' West, 149.83 feet to a point, which point is 80.00 feet west of the east line and 330 feet north of the south line of said quarter section; thence North 87° 37' West and parallel with said south quarter section line, 500 feet to a point; thence South 0° 38' West and parallel with the east line of said quarter section, a distance of 250 feet to a point in the north right-of-way line of said company; thence North 87° 37' West, parallel with and 80 feet north of the south line of said quarter section, a distance of 403.35 feet to a point; thence North 13° 36' 36" East, on and along a line which extends from a point in the north line of said quarter section, which point is 392.70 feet west of the northeast corner of said quarter section, to a point in the south line of said quarter section, which point is 1,862.8 feet east of the southwest corner of said quarter section, a distance of 439.65 feet to a point; thence South 87° 37' East, parallel with and 511.26 feet north of the south line of said quarter section, a distance of 854.53 feet to the place of beginning.

13. *Addition to 28th Street Substation:* All that part of Lots 1 to 9, inclusive, in Block 11, Palmer & Co.'s Addition No. 2, and the west half of vacated North 28th Street abutting said Lots, all in the SE $\frac{1}{4}$ of Section 25, Township 7 north, Range 21 east, City of Milwaukee, described as follows: Beginning at the point where the center line of vacated North 28th Street intersects the south line of West St. Paul Avenue; running thence south on and along said center line of vacated North 28th Street, 263 feet to a point; thence west 35 feet to a point in the west line of vacated North 28th Street, which point is 263 feet south of the south line of West St. Paul Avenue, measured

along the west line of said street; thence northwesterly on and along a straight line to a point in said Lot 8, which point is 110 feet west of said center line of vacated North 28th Street, and 225 feet south of the south line of West St. Paul Avenue; thence north and parallel with the center line of vacated North 28th Street, 225 feet to a point in the south line of West St. Paul Avenue; thence east on and along the south line of West St. Paul Avenue, 110 feet to the place of beginning.

RACINE COUNTY

14. *Burlington Rural Substation*: The west 132 feet of Block "A" in Sheldon's First Addition to the City of Burlington, being a subdivision of a part of the NE $\frac{1}{4}$ of Section 6, Township 2 north, Range 19 east, said west 132 feet of said Block "A" lies east of the east boundary line of Sheldon Street extended south.

15. *Transmission Line Land*: That part of the N $\frac{1}{2}$ of Section 1, Township 4 north, Range 22 east, described as follows: Beginning at the southwest corner of the NE $\frac{1}{4}$ of said Section 1; running thence east on and along the south line of said N $\frac{1}{2}$ of said section, a distance of 41.84 feet to a point in the center line of S.T.H. 32; thence continuing east on and along said south line, 2,063.06 feet to a point in the westerly line of the right of way of Chicago and North Western Railway Company; thence North $22^{\circ} 45' 30''$ West on and along said westerly right-of-way line, 974.22 feet to a point; thence South $30^{\circ} 19'$ West, 896.14 feet to a point; thence west and parallel with the south line of said N $\frac{1}{2}$, and 125 feet northerly thereof measured perpendicular thereto, 1,338.23 feet to a point in the center line of S.T.H. 32; thence South $39^{\circ} 57' 30''$ East on and along said highway center line, 94.43 feet to a point in the west line of the NE $\frac{1}{4}$ of said section; thence South $2^{\circ} 27'$ East on and along said west quarter section line, 52.67 feet to the place of beginning; subject to S.T.H. 32 on the west; and subject to the reservation of a right to install a spur track connecting with the nearby Chicago and North Western Railway Company across the easterly 800 feet of said parcel.

Also that part of the NW $\frac{1}{4}$ of Section 1, Township 4 north, Range 22 east, described as follows: Beginning at the southwest corner of said NW $\frac{1}{4}$ of said Section 1; running thence South $86^{\circ} 51' 04''$ East on and along the south line of said quarter section, a distance of 2,646.84 feet to the southeast corner of said quarter section; thence north on and along the east quarter section line, 55.23 feet to a point in the center line of S.T.H. 32; thence North $36^{\circ} 41' 38''$ West on and along the center line of said highway, a distance of 100.88 feet to a point; thence North $86^{\circ} 51' 04''$ West, 501.02 feet to a point; thence North $0^{\circ} 01'$ East, 39.25 feet to a point; thence North $86^{\circ} 51' 04''$ West,

405.15 feet to a point in the center line of Botting Road; thence southerly on and along the center line of said road, 2 feet to a point; thence North $85^{\circ} 42' 30''$ West, 1,137.62 feet to a point; thence west, parallel with and 255 feet distant from the south line of said quarter section, a distance of 550 feet to a point in the west line of said quarter section; thence South $2^{\circ} 35'$ East on and along said west quarter section line, 255.26 feet to the place of beginning; subject to Botting Road.

Also that part of the NW $\frac{1}{4}$ of Section 11, Township 4 north, Range 22 east, described as follows: Beginning at the southeast corner of said NW $\frac{1}{4}$ of said Section 11; running thence north on and along the east line of said quarter section, a distance of 1,317.93 feet to the north line of the S $\frac{1}{2}$ of said quarter section, which point is the place of beginning of the land herein described; running thence South $89^{\circ} 18'$ West on and along said north line of said S $\frac{1}{2}$ of said quarter section, a distance of 332.08 feet to a point in the easterly right-of-way line of the Chicago, North Shore and Milwaukee Railway; thence South $20^{\circ} 46'$ East on and along said easterly right-of-way line, 175.66 feet to the north line of the substation property of said railway; thence North $89^{\circ} 18'$ East on and along the north line of said substation property, 269.08 feet to the east line of said quarter section; thence north on and along said east quarter section line, which is also the center line of Foley Road, 165 feet to the place of beginning; subject to Foley Road on the east, and subject to a reservation for a 9 foot roadway across the northerly part for ingress and egress, to and from, farm lands lying west of said railway right of way.

Also that part of the NW $\frac{1}{4}$ of Section 7, Township 4 north, Range 22 east, described as follows: Beginning at the southwest corner of said NW $\frac{1}{4}$ of said Section 7; running thence North $0^{\circ} 38'$ West on and along the west line of said quarter section, a distance of 1,141.1 feet to a point; thence North $89^{\circ} 50'$ East, 300.96 feet to a point, said point being the place of beginning of land herein described; continuing thence North $89^{\circ} 50'$ East, 938.89 feet to a point, said point being 1,521.67 feet south of the north line of said section, which point is also the southwest corner of the lands now owned and held by Edward Stevens and Gladys Stevens, his wife; thence North $0^{\circ} 10'$ East, 130.00 feet along the west line of the said Stevens' property to a point; thence South $89^{\circ} 36'$ West, 940.68 feet to a point; thence South $0^{\circ} 38'$ East, 126.00 feet to the place of beginning.

Also the east 125 feet of the S $\frac{1}{2}$ of the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 6, Township 4 north, Range 22 east.

Also the north 125 feet and the east 125 feet of the N $\frac{1}{2}$ of the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 6, Township 4 north, Range 22 east; excepting therefrom the south 4 feet of the west 220 feet of said parcel; subject to U.S.H. 41 on the west.

Also Lot 1 in Block 2, and Lot 1 in Block 3, both in Robin Hood Estates, being a subdivision of a part of the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 10 and a part of the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 11, Township 4 north, Range 21 east.

Also that part of the SE $\frac{1}{4}$ of Section 1, Township 4 north, Range 21 east, described as follows: Beginning in the north line of said SE $\frac{1}{4}$ of said Section 1 at a point 285.96 feet west of the northeast corner of said quarter section; running thence west on and along said north quarter section line, 803.04 feet to a point; thence South $0^{\circ} 18'$ West and parallel with the east line of said quarter section, a distance of 120.00 feet to a point; thence east and parallel with said north line, 803.45 feet to a point; thence North $0^{\circ} 06'$ East, 120.00 feet to the place of beginning.

Also that part of the E $\frac{1}{2}$ of the W $\frac{1}{2}$ of Section 2, Township 4 north, Range 21 east, described as follows: Beginning at a point in the east line of said W $\frac{1}{2}$ of said Section 2, which point is 2,095.5 feet south of the north line of said section; running thence South $89^{\circ} 03'$ West, 440.00 feet to the east line of property conveyed by Gertrude Dolezar to Goodlow Brewer, said lands being more particularly described in that certain Warranty Deed dated July 29, 1957, and recorded on July 31, 1957, in the office of the Register of Deeds for Racine County, in Volume 612 of Deeds, on Page 252, as Document No. 664693, said point also being 49.5 feet north of the southeast corner of property described in said deed; thence south and parallel with the east line of said W $\frac{1}{2}$ of said section, a distance of 332.59 feet to the north fence line of the present private drive; thence South $89^{\circ} 20'$ East along the north fence line of said drive, 440.00 feet to the east line of said W $\frac{1}{2}$ of said section; thence north on and along said east line of said W $\frac{1}{2}$ of said section, a distance of 345.0 feet to the place of beginning; subject to South 51st Street on the east.

Also the north 125 feet of the north 30 acres of the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 2, Township 4 north, Range 21 east; subject to South 51st Street on the west.

Also that part of the NW $\frac{1}{4}$ of Section 3, Township 4 north, Range 21 east, described as follows: The south 125 feet of said NW $\frac{1}{4}$ of said Section 3, lying and being west of the center line of South 76th Street (C.T.H. "U"); subject to South 76th Street on the east.

Also the south 125 feet of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, Township 4 north, Range 21 east.

WASHINGTON COUNTY

16. *Barton Substation*: That part of the NW $\frac{1}{4}$ of Section 8, Township 11 north, Range 19 east, described as follows: Beginning at

the northeast corner of said NW $\frac{1}{4}$ of said Section 8; running thence south on and along the east line of said quarter section, a distance of 435.6 feet to a point; thence west and parallel with the north line of said quarter section, a distance of 400 feet to a point; thence north and parallel with the east line of said quarter section, a distance of 435.6 feet to the north line of said quarter section; thence east on and along the north line of said quarter section, a distance of 400 feet to the place of beginning; subject to Section Line Road on the north.

17. *Rugby Junction Substation:* That part of the SW $\frac{1}{4}$ of Section 35, Township 10 north, Range 19 east, described as follows: Beginning at the southeast corner of said SW $\frac{1}{4}$ of said Section 35; running thence west on and along the south line of said section, a distance of 36.5 feet to a point in the center line of S.T.H. 175, which point is the place of beginning of the land herein described; continuing thence west on and along the south line of said section, a distance of 275.00 feet to a point; thence northerly and parallel with the west line of said section, a distance of 175.00 feet to a point; thence easterly and parallel with the south line of said section, a distance of 216.29 feet to a point in the center line of said S.T.H. 175; thence southeasterly on and along the center line of said S.T.H. 175, a distance of 184.37 feet to the place of beginning; subject to Town Line Road on the south, and S.T.H. 175 on the east.

18. *Addition to St. Lawrence Substation:* That part of the SE $\frac{1}{4}$ of Section 2, Township 10 north, Range 18 east, described as follows: Beginning at a point in the east line of said Section 2, which point is 1,308.0 feet north of the southeast corner of said section, said point being the northeast corner of lands now owned and held by Wisconsin Electric Power Company, as said lands are described in that certain Warranty Deed recorded in the office of the Register of Deeds for Washington County, in Volume 150 of Deeds, on Page 204, as Document No. 190958, said point also being the place of beginning of the land herein described; running thence north on and along the east line of said section, a distance of 100.00 feet to a point; thence west and parallel with the north line of said lands now owned and held by said company, 706.37 feet to the center line of S.T.H. 175; thence southeasterly on and along said center line, 123.54 feet to the point of intersection of said center line with the north line of said lands now owned and held by said company; thence east on and along said north line of said lands, 632.5 feet to the place of beginning; subject to S.T.H. 175 on the west and Section Line Road on the east.

WAUKESHA COUNTY

19. *Arcadian Substation:* That part of the N $\frac{1}{2}$ of Section 6, Township 6 north, Range 20 east, City of New Berlin, described as

follows: Beginning at the northeast corner of said Section 6; running thence southerly on and along the east line of said section, a distance of 1,298.1 feet to a point in the north line of the S $\frac{1}{2}$ of the N $\frac{1}{2}$ of said section; thence west on and along said north line, 1,689.7 feet to the point of beginning of the land herein described; thence continuing west along said north line, 717.60 feet to the center of a bridge, which point is also in the center line of S.T.H. 59; thence south along the center line of a drainage ditch, 61 feet to a point; thence continuing along the channel of said drainage ditch in the following described courses: South $46^{\circ} 41'$ West, 515.7 feet; thence South $37^{\circ} 02'$ West, 207.2 feet; thence South $14^{\circ} 09'$ West, 115.35 feet; thence South $0^{\circ} 21'$ East, 584.69 feet to a point in the north line of Wisconsin Electric Power Company right of way; thence South $89^{\circ} 56'$ East on and along said north right-of-way line, 287.30 feet to a point in the east line of the NW $\frac{1}{4}$ of said Section 6; thence North $0^{\circ} 30'$ West on and along said right-of-way and said quarter section line, 25.0 feet to a point; thence South $87^{\circ} 36'$ East on and along said north right-of-way line, 126.39 feet to a point; thence North $88^{\circ} 57'$ East on and along said north right-of-way line, 851.93 feet to a point; thence North $1^{\circ} 02'$ West, 1,241.73 feet to the place of beginning.

Also that part of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 6, lying south of the Chicago and North Western Railway Company right of way described as follows: Beginning at the northwest corner of said SW $\frac{1}{4}$ of said Section 6; running thence South $89^{\circ} 56'$ East on and along the north line of said SW $\frac{1}{4}$, a distance of 1,977.91 feet to a point in the west line of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of said quarter section; thence South $0^{\circ} 27'$ East on and along said west line, 197.91 feet to a point in the south right-of-way line of Chicago and North Western Railway Company, which is the place of beginning of land herein described; continuing thence South $0^{\circ} 27'$ East on and along said west line, 1,119.49 feet to the south line of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of said quarter section; thence North $89^{\circ} 50'$ East on and along said south line, 659.1 feet to a point in the east line of said quarter section; thence North $89^{\circ} 42'$ East on and along the south line of said NW $\frac{1}{4}$ of said SE $\frac{1}{4}$ of said Section 6, a distance of 1,321.6 feet to a point in the east line of said NW $\frac{1}{4}$ of said SE $\frac{1}{4}$; thence North $0^{\circ} 18'$ West on and along the east line of said NW $\frac{1}{4}$ of said SE $\frac{1}{4}$, a distance of 1,151.77 feet to the south line of the Chicago and North Western Railway Company right of way; thence South $88^{\circ} 49'$ West on and along said south railway right-of-way line, 1,983.85 feet to the place of beginning.

20. *Menomonee Falls Pole Yard:* That part of the W $\frac{1}{2}$ of Section 3, Township 8 north, Range 20 east, Village of Menomonee Falls, described as follows: Beginning at the northeast corner of the SW $\frac{1}{4}$ of said Section 3; running thence south on and along the east line of said

quarter section, a distance of 206.5 feet to the north line of the premises owned by Walter Miller Post No. 5, Amvets of World War II, a Wisconsin corporation; thence North $86^{\circ} 32'$ West on and along the north line of said premises, 242.30 feet to a point, which point is the place of beginning of land herein described; running thence south and parallel with the east line of said quarter section, on and along the west line of said premises, 126.9 feet to a point in the north line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way; thence South $89^{\circ} 47'$ West, 123.3 feet on and along the north line of said railroad right of way to a point which is 365 feet westerly of the east line of said quarter section; thence North $58^{\circ} 25'$ West, 597 feet to a point in the north line of said quarter section, said point being 875 feet westerly of the northeast corner of said quarter section; thence North $62^{\circ} 02'$ West, 336 feet to a point; thence North $20^{\circ} 53'$ West, 269 feet to a point; thence North $89^{\circ} 05'$ East, 621.46 feet to a point; thence South $0^{\circ} 55'$ East, 415.80 feet to a point in the north line of said SW $\frac{1}{4}$, said point being 639.60 feet westerly of the northeast corner of said quarter section; thence North $89^{\circ} 15'$ East on and along the north line of said quarter section, a distance of 397.30 feet to a point; thence South $0^{\circ} 08'$ East, 188.7 feet to the place of beginning; subject to a railroad side track easement recorded in the office of the Register of Deeds for Waukesha County, in Volume 490 of Deeds, on Page 415, as Document No. 324481.

21. *Addition to Mukwonago Substation:* That part of the SE $\frac{1}{4}$ of Section 26, Township 5 north, Range 18 east, Village of Mukwonago, described as follows: Beginning at a point in the east line of said Section 26 which point is 395.34 feet north of the southeast corner of said section, said point also being in the north line of the right-of-way lands of Wisconsin Electric Power Company; running thence north on and along said east section line, 500.00 feet to a point; thence west and perpendicular to said east section line, 725.83 feet to a point in the easterly railway right-of-way line of the Minneapolis, St. Paul and Sault St. Marie Railroad Co.; thence South $4^{\circ} 31'$ East on and along said easterly right-of-way line, 678.62 feet to a point of intersection with the northerly right-of-way line of said Wisconsin Electric Power Company; thence North $75^{\circ} 18'$ East on and along said northerly right-of-way line, 694.98 feet to the place of beginning.

22. *Transmission Line Land:* Lots 26 and 27, in Block 1, in Hillcrest Heights Continuation, a subdivision of the NE $\frac{1}{4}$ of Section 33, Township 7 north, Range 19 east.

Also that part of the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 25, Township 5 north, Range 20 east, described as follows: Beginning at the northwest corner of said E $\frac{1}{2}$ of said NW $\frac{1}{4}$ of said Section 25; running thence South $1^{\circ} 47'$ West on and along the west line of said E $\frac{1}{2}$, a distance of

539.4 feet to a point which is in the center of an open ditch; thence east 16 feet to a point in said ditch; thence North $45^{\circ} 30'$ East, 155.0 feet along the center of said ditch to a point; thence North $6^{\circ} 57'$ East, 238.0 feet along the center of said ditch to a point; thence North $2^{\circ} 23'$ East along the center of said ditch to a point in the north line of said section, which point is 146.7 feet east of the place of beginning; thence west along said north section line to the place of beginning.

Also that part of Government Lot 1 in fractional part of the NW $\frac{1}{4}$ of Section 13, Township 5 north, Range 20 east, described as follows: Beginning at the southeast corner of said Government Lot 1; running thence South 89° West on and along the south line of said Government lot, a distance of 98.60 feet to a point; thence North $38^{\circ} 57' 03''$ West, 322.88 feet to a point; thence South $81^{\circ} 15' 49''$ East, 75 feet to a point; thence North $22^{\circ} 08' 57''$ East, 285.94 feet to a point in the center line of a highway known as Durham Road; thence South 51° East on and along the center line of said highway, a distance of 153.78 feet to a point in the east line of said Government lot; thence south along the east line of said Government lot, a distance of 405.90 feet to the place of beginning.

Also that part of Lot 1, in Block 1, in Holz's Subdivision on Big Muskego Lake, being a subdivision of a part of Government Lot 2, in fractional part of the SW $\frac{1}{4}$ of Section 13, Township 5 north, Range 20 east, described as follows: Beginning at the northeasterly corner of said Lot 1; running thence South 89° West on and along the north line of said Lot 1 and the south line of Government Lot 1 in the fractional NW $\frac{1}{4}$ of said section, a distance of 63.25 feet to a point; thence South $38^{\circ} 57' 03''$ East, 16.89 feet to a point in the southeasterly line of said Lot 1, said point also being in the curved northerly line of Holz Drive; thence northeasterly along the arc of said curve and along the northerly line of Holz Drive, whose radius is 110.00 feet, origin to the southeast, and whose chord is 54.44 feet and bears North $74^{\circ} 40' 26''$ East, a distance of 55.01 feet to the place of beginning.

Also Lot 12, in Block "K", in First Addition to Glengarry Highlands, being a subdivision of a part of the NW $\frac{1}{4}$ of Section 31, Township 6 north, Range 20 east, City of New Berlin.

Also the east 125 feet of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 36, Township 6 north, Range 19 east; subject to Glengarry Road on the south.

Also the east 200 feet of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 6, Township 6 north, Range 20 east, City of New Berlin.

Also that part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 20, Township 7 north, Range 20 east, City of Brookfield, described as follows: Beginning at the northwest corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 20, which point is 1,371.59 feet east of the west line of said

section, measured along said north line of said quarter section; running thence east on and along said north quarter section line, 130.0 feet; thence South $0^{\circ} 48' 00''$ West and parallel with the west line of said NE $\frac{1}{4}$ of said SW $\frac{1}{4}$, a distance of 255.5 feet; thence west, 130.0 feet to the west line of said NE $\frac{1}{4}$ of said SW $\frac{1}{4}$; thence North $0^{\circ} 48' 00''$ East, 255.5 feet to the place of beginning; subject to a 45 foot strip on the north for highway purposes.

ELECTRIC TRANSMISSION LINES

The following electric transmission lines located in the State of Wisconsin, reference to which shall not be deemed to exclude any other such lines or any distribution lines not mentioned:

Line 143: A 230,000 volt single circuit line (operating at 138,000 volts), approximately 73.20 miles in length, on double circuit steel towers, extending from the Saukville switching station, northward through portions of the Towns of Saukville and Fredonia in Ozaukee County, portions of the Towns of Sherman, Holland, Lima, Sheboygan Falls and Herman in Sheboygan County, portions of the Towns of Meeme, Liberty, Cato and Franklin, and westward through a portion of the Town of Maple Grove, all in Manitowoc County and a portion of the Town of Brillion in Calumet County to the Forest Junction switching station of Wisconsin Michigan Power Company in Section 8, Town of Brillion, Calumet County.

Line 144—Section A: A 230,000 volt, double circuit line, approximately 29.08 miles in length, of which approximately 27.82 miles is on double circuit steel towers and 1.26 miles is on triple circuit steel towers, extending from the Oak Creek substation southerly and westerly through a portion of the City of Oak Creek in Milwaukee County, portions of the Towns of Caledonia, Raymond and Norway in Racine County, northerly through a portion of the Town of Muskego in Waukesha County, easterly through a portion of the City of Franklin in Milwaukee County, and northerly through portions of the Village of Hales Corners and the Cities of Greenfield and West Allis, all in Milwaukee County, to the Blue Mound substation located in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 31, Township 7 north, Range 21 east, City of West Allis.

Line 144—Section B: A 230,000 volt single circuit line (operating at 138,000 volts), approximately 1.26 miles in length on triple circuit steel towers of the line described as Line 144—Section A, extending from a point of junction in the NE $\frac{1}{4}$ of Section 6, Township 6 north, Range 21 east, City of West Allis, with the line described as Line 109

in the Seventh Supplemental Indenture, northward to the Blue Mound substation located in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 31, Township 7 north, Range 21 east, City of West Allis, all in Milwaukee County.

Line 145: A 138,000 volt, single circuit line, approximately 1.35 miles in length, in steel conduit, extending from the Blue Mound substation in the City of West Allis, easterly to the 96th Street substation in the City of Milwaukee, all in Milwaukee County.

Line 146: A 138,000 volt, single circuit line, approximately 1.27 miles in length on double circuit steel towers of the line described as Line 72—Section A in the Fourth Supplemental Indenture, extending from the Blue Mound substation in the City of West Allis, easterly to the 96th Street substation in the City of Milwaukee, all in Milwaukee County.

Line 147: A 138,000 volt, single circuit line, approximately 7.86 miles in length, on double circuit steel towers, extending from the 43rd Street Terminal Station in the City of Greenfield, west and north through portions of the Cities of Greenfield, Milwaukee and West Allis to a point of junction in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 32, Township 7 north, Range 21 east, with the line described as Line 72—Section A in the Fourth Supplemental Indenture, all in Milwaukee County.

Line 148: A 138,000 volt, single circuit line, approximately 5.36 miles in length, of which approximately 3.04 miles is on wood poles and 2.32 miles is in steel conduit, extending from the Lakeside substation westerly and northerly through portions of the Cities of St. Francis and Milwaukee to the Harbor substation in the City of Milwaukee, all in Milwaukee County.

Line 149: A 138,000 volt, single circuit line, approximately 4.75 miles in length, in steel conduit, extending from the Lakeside substation northerly through portions of the Cities of St. Francis and Milwaukee to the Harbor substation in the City of Milwaukee, all in Milwaukee County.

Line 150: A 138,000 volt, single circuit line, approximately 5.04 miles in length, of which approximately 0.66 mile is on single circuit steel towers and 4.38 miles is on double circuit steel towers, extending from the Oak Creek substation southerly through portions of the City of Oak Creek, in Milwaukee County, and the Town of Caledonia, in Racine County, to the St. Rita substation located in the NW $\frac{1}{4}$ of Section 29, Township 4 north, Range 23 east, Racine County.

Line 151: A 138,000 volt, single circuit line, approximately 15 miles in length, on wood H-frames, extending from the St. Lawrence substation in the SE $\frac{1}{4}$ of Section 2, Town of Hartford, northerly through portions of the Towns of Hartford, Addison, West Bend, Barton and

Kewaskum in Washington County and a portion of the Town of Auburn in Fond du Lac County to the Auburn substation located in the NW $\frac{1}{4}$ of Section 33, Township 13 north, Range 19 east, Fond du Lac County.

Line 152: A 26,400 volt, single circuit line, approximately 2.90 miles in length, on wood poles, extending from a point of junction near the midpoint of the east section line of Section 18, Township 4 north, Range 22 east, Town of Caledonia, southerly to a customer-owned substation located in the SW $\frac{1}{4}$ of Section 29, Township 4 north, Range 22 east, all in Racine County.

Line 153: A 26,400 volt, single circuit line, approximately 10.30 miles in length, on wood poles, extending from a point of junction near the southwest corner of Section 1, Town of Russell, Sheboygan County, with a line described as Line 78 in the Fifth Supplemental Indenture, westerly and northerly through a portion of the Town of Russell in Sheboygan County and the Town of New Holstein in Calumet County, and westerly and southerly through a portion of the Town of Marshfield to the Marshfield substation located in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15, Township 16 north, Range 19 east, Fond du Lac County.

Line 154: A 26,400 volt, single circuit line, approximately 2.45 miles in length, on wood poles, extending from a point of junction near the southwest corner of Section 5, Village of River Hills, Milwaukee County, with a line described as Line 122 in the Seventh Supplemental Indenture, northward to the Orchard substation (formerly named Mequon) located in the SE $\frac{1}{4}$ of Section 30, Township 9 north, Range 22 east, City of Mequon, Ozaukee County.

Line 155: A 26,400 volt, single circuit line, approximately 5.03 miles in length, on wood poles, extending from a point of junction in the NE $\frac{1}{4}$ of Section 26, Village of Mukwonago, with a line described as Line 37 in the Third Supplemental Indenture, northerly and easterly through a portion of the Towns of Mukwonago and Vernon to the Vernon substation located in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 9, Township 5 north, Range 19 east, all in Waukesha County.

Line 156: A 26,400 volt, single circuit line, approximately 5.39 miles in length, on wood poles, extending from a point of junction near the south line of Section 34, Town of Aztalan, with a line described as Line 51 in the Fourth Supplemental Indenture, west to the Rock Lake substation located in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35, Township 7 north, Range 13 east, Town of Lake Mills, all in Jefferson County.

Line 157: A 26,400 volt, single circuit line, approximately 6.82 miles in length, on wood poles, extending from the Dousman substation in the SW $\frac{1}{4}$ of Section 34, Township 7 north, Range 17 east, south-

westerly and westerly through a portion of the Towns of Summit and Ottawa in Waukesha County, and a portion of the Town of Sullivan and Village of Sullivan to the Sullivan substation located in the Village of Sullivan, Jefferson County.

Line 158: A 26,400 volt, single circuit line, approximately 1.10 miles in length, on wood poles, extending from a point of junction near the northwest corner of Section 15, Town of Waukesha, with a line described as Line 136 in the Eighth Supplemental Indenture, west to S.T.H. 59, Town of Waukesha, all in Waukesha County.

Line 159: A 26,400 volt, single circuit line, approximately 1.54 miles in length, on wood poles, extending from a point of junction in the City of Waukesha with a line covered by the Fourth Supplemental Indenture but not described therein, southwesterly to a point of junction near the northwest corner of Section 16, Town of Waukesha, with the line described above as Line 158, all in Waukesha County.

Line 160: A 26,400 volt, single circuit line, approximately 11.43 miles in length, of which approximately 11.10 miles is on double circuit steel towers of the line described as Line 1 in the Original Indenture and 0.33 mile is on wood poles, extending from a point of junction in the NE $\frac{1}{4}$ of Section 35, Township 5 north, Range 18 east, with a line described as Line 9—Section B in the Original Indenture, westerly along the northern boundary of Walworth County to the Little Prairie substation located in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 36, Township 5 north, Range 16 east, Jefferson County.

Line 161: A 26,400 volt, single circuit line, approximately 2.20 miles in length, on wood poles, extending from a point of junction near the northwest corner of Section 23, Township 3 north, Range 20 east, with a line described as Line 21 in the Original Indenture, southward to a terminus located in the NE $\frac{1}{4}$ of Section 34, Township 3 north, Range 20 east, all in Racine County.

Line 162: A 26,400 volt, double circuit line, approximately 1.17 miles in length, on wood poles, extending from the St. Rita substation in the NW $\frac{1}{4}$ of Section 29, Township 4 north, Range 23 east, Racine County, westward to a point of junction on S.T.H. 31 with a line described as Line 112 in the Seventh Supplemental Indenture, all in Racine County.

Line 163: A 26,400 volt, single circuit line, approximately 1.00 mile in length, on wood poles, extending from a point of junction near the midpoint of the north line of Section 24, Township 3 north, Range 20 east, with a line described as Line 21 in the Original Indenture, south to a point of junction at the south line of Section 24, Town of Dover, with a line described as Line 114 in the Seventh Supplemental Indenture, all in Racine County.

Line 164: A 26,400 volt, single circuit line, approximately 1.93 miles in length, of which approximately 0.07 mile is in conduit, 0.64 mile is on wood poles of a line covered by the Eighth Supplemental Indenture, but not described therein, and 1.22 miles is on wood poles of its own, extending from the 96th Street substation westerly and southerly to a point of junction in Section 5, City of West Allis, with a line described as Line 11 in the Original Indenture, all in Milwaukee County.

Line 165: A 26,400 volt, single circuit line, approximately 3.54 miles in length, on wood poles, extending from a point of junction near the center of Section 10, Township 5 north, Range 22 east, with a line described as Line 13 in the Original Indenture, south and west to a customer's substation located in Section 8, City of Oak Creek, all in Milwaukee County.

TO HAVE AND TO HOLD all said properties, real, personal and mixed, mortgaged, pledged and conveyed by the Company as aforesaid, or intended so to be, unto the Trustee and its successors and assigns forever;

SUBJECT, HOWEVER, to the exceptions and reservations and matters hereinabove recited, to existing leases other than leases which by their terms are subordinate to the lien of the Indenture, to existing liens upon rights-of-way for transmission or distribution line purposes, as defined in Article I of the Original Indenture, and any extensions thereof, and subject to existing easements for streets, alleys, highways, rights-of-way and railroad purposes over, upon and across certain of the property hereinbefore described, and subject also to all the terms, conditions, agreements, covenants, exceptions and reservations expressed or provided in the deeds or other instruments respectively under and by virtue of which the Company acquired the properties hereinabove described, and to undetermined liens and charges, if any, incidental to construction or other existing permitted liens as defined in Article I of the Original Indenture;

IN TRUST, NEVERTHELESS, upon the terms and trusts in the Original Indenture and the indentures supplemental thereto, including this Supplemental Indenture, set forth, for the equal and proportionate benefit and security of all present and future holders of the Bonds and coupons issued and to be issued thereunder, or any of them, without preference of any of said Bonds and coupons of any particular series over the Bonds and coupons of any other series, by reason of priority

in the time of the issue, sale or negotiation thereof, or by reason of the purpose of issue or otherwise howsoever, except as otherwise provided in Section 2 of Article IV of the Original Indenture.

AND IT IS HEREBY COVENANTED, DECLARED AND AGREED, by and between the parties hereto, for the benefit of those who shall hold the Bonds and coupons, or any of them, to be issued under the Indenture, as follows:

ARTICLE I.

DESCRIPTION OF BONDS OF 1990 SERIES.

SECTION 1. The ninth series of Bonds to be executed, authenticated and delivered under and secured by the Indenture shall be Bonds of 1990 Series. The Bonds of 1990 Series shall be designated as "First Mortgage Bonds, 5% Series due 1990" of the Company. The Bonds of 1990 Series shall be executed, authenticated and delivered in accordance with the provisions of, and shall in all respects be subject to, all of the terms, conditions and covenants of the Original Indenture.

The coupon Bonds of 1990 Series shall be dated November 15, 1960, and all Bonds of 1990 Series shall mature November 15, 1990, and shall bear interest at the rate of five per cent. (5%) per annum, payable semi-annually on the fifteenth days of May and November in each year. The Bonds of 1990 Series shall be payable as to principal and interest in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, and shall be payable (as well the interest as the principal thereof) at the agency of the Company in the Borough of Manhattan, The City of New York, or at the agency of the Company in the City of Milwaukee, Wisconsin.

SECTION 2. The Bonds of 1990 Series shall be coupon Bonds registerable as to principal, of the denomination of \$1,000, numbered consecutively from M1 upwards, and registered Bonds without coupons of the denominations of \$1,000, and any multiple of \$1,000, numbered consecutively from R1 upwards. For all registered Bonds of 1990 Series without coupons authenticated and delivered, there may be reserved by the Trustee appropriate serial numbers of coupon

Bonds of 1990 Series issuable in exchange therefor as in the Original Indenture provided for the same aggregate principal amount, and whenever any registered Bonds of 1990 Series without coupons shall be so authenticated and delivered, there may be indicated or endorsed thereon, in such form as may then be required to comply with the rules and regulations of any stock exchange upon which Bonds of 1990 Series are listed or are to be listed or to conform with any usage with respect thereto, the distinctive serial number or numbers so reserved with respect to such registered Bonds of 1990 Series so issued, but, unless such reservation, indication or endorsement be so required, no such reservation, indication or endorsement need be made. Coupon Bonds of 1990 Series may be exchanged, upon surrender thereof, with all unmatured coupons attached, at the agency of the Company in the Borough of Manhattan, The City of New York, or at the agency of the Company in the City of Milwaukee, Wisconsin, for a fully registered Bond or fully registered Bonds of 1990 Series without coupons, of authorized denominations, for the same aggregate principal amount, upon payment of charges and subject to the terms and conditions set forth in the Indenture.

SECTION 3. The coupon Bonds of 1990 Series, the coupons to be attached thereto, and the registered Bonds of 1990 Series without coupons shall be substantially in the following forms respectively:

[FORM OF COUPON BOND]

WISCONSIN ELECTRIC POWER COMPANY

(Incorporated under the laws of the State of Wisconsin)

FIRST MORTGAGE BOND, 5% SERIES DUE 1990
Due November 15, 1990

No. M.

\$1,000

WISCONSIN ELECTRIC POWER COMPANY, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company", which term shall include any successor corporation as defined in the Amended Indenture hereinafter referred to), for value received, hereby promises to pay to the bearer or, if this Bond be reg-

istered, to the registered owner hereof, on the fifteenth day of November, 1990, the sum of One thousand Dollars, in any coin or currency of the United States of America, which at the time of payment is legal tender for public and private debts, and to pay interest thereon in like coin or currency from the fifteenth day of November, 1960, at the rate of five per cent. (5%) per annum, payable semi-annually, on the fifteenth days of May and November in each year until maturity, or, if this Bond shall be duly called for redemption, until the redemption date, or, if the Company shall default in the payment of the principal hereof, until the Company's obligation with respect to the payment of such principal shall be discharged as provided in the Amended Indenture hereinafter mentioned, but only, in case of interest due on or before maturity, according to the tenor and upon presentation and surrender of the respective coupons therefor hereto attached as they severally mature. Both principal of, and interest on, this Bond are payable at the agency of the Company in the Borough of Manhattan, The City of New York, or at the agency of the Company in the City of Milwaukee, Wisconsin.

This Bond is one of a duly authorized issue of Bonds of the Company (hereinafter called the "Bonds"), in unlimited aggregate principal amount, of the series hereinafter specified, all issued and to be issued under and equally secured by a mortgage and deed of trust, dated October 28, 1938, executed by the Company to First Wisconsin Trust Company (herein called the "Trustee"), as Trustee, as amended by the indentures supplemental thereto dated June 1, 1946, May 1, 1952 and April 1, 1958, between the Company and the Trustee (said mortgage and deed of trust, as so amended, being herein called the "Amended Indenture"), to which Amended Indenture and all indentures supplemental thereto reference is hereby made for a description of the *properties mortgaged and pledged, the nature and extent of the security, the rights of the bearers or registered owners of the Bonds and of the Trustee in respect thereto, and the terms and conditions upon which the Bonds are, and are to be, secured.* To the extent permitted by, and as provided in, the Amended Indenture, modifications or alterations of the Amended Indenture, or of any indenture supplemental thereto, and of the rights and obligations of the Company and of the holders of the Bonds and coupons may be made with the consent of the Company by an affirmative vote of not less than 75% in amount of the Bonds entitled

to vote then outstanding, at a meeting of Bondholders called and held as provided in the Amended Indenture, and by an affirmative vote of not less than 75% in amount of the Bonds of any series entitled to vote then outstanding and affected by such modification or alteration, in case one or more but less than all of the series of Bonds then outstanding under the Amended Indenture are so affected; provided, however, that no such modification or alteration shall be made which will affect the terms of payment of the principal of, or interest or premium (if any) on, this Bond, which are unconditional. The Bonds may be issued in series, for various principal sums, may mature at different times, may bear interest at different rates and may otherwise vary as in the Amended Indenture provided. This Bond is one of a series designated as the "First Mortgage Bonds, 5% Series due 1990" (herein called "Bonds of 1990 Series") of the Company, issued under and secured by the Amended Indenture and all indentures supplemental thereto and described in the Indenture (hereinafter called the "Supplemental Indenture of November 15, 1960"), dated November 15, 1960, executed by the Company to the Trustee.

The Bonds of 1990 Series are subject to redemption (otherwise than for the Sinking Fund provided for in the Supplemental Indenture of November 15, 1960, the Maintenance and Replacement Fund provided for in said Supplemental Indenture, and in the supplemental indentures dated June 1, 1946 and March 1, 1949, or upon application of certain moneys included in the trust estate), at any time or from time to time prior to maturity at the option of the Company, either as a whole or in part by lot, upon payment of the regular redemption prices applicable to the respective periods set forth below, together, in each case, with accrued interest to the redemption date, all subject to the conditions and as more fully set forth in the Amended Indenture and Supplemental Indenture of November 15, 1960.

The Bonds of 1990 Series are subject to redemption for said Sinking Fund, or said Maintenance and Replacement Fund, or upon application of certain moneys included in the trust estate, upon payment of the special redemption prices applicable to the respective periods set forth below, together, in each case, with accrued interest to the redemption date, all subject to the conditions and as more fully set forth in the Supplemental Indenture of November 15, 1960.

If Redeemed During the 12 Months Period Ending November 14	Regular Redemption Price	Special Redemption Price
	Expressed as Percentages of the Principal Amount of the Bonds	
1961.....	107.36	102.36
1962.....	107.12	102.33
1963.....	106.87	102.29
1964.....	106.63	102.25
1965.....	106.38	102.21
1966.....	106.14	102.16
1967.....	105.89	102.12
1968.....	105.65	102.07
1969.....	105.40	102.02
1970.....	105.16	101.97
1971.....	104.91	101.91
1972.....	104.67	101.85
1973.....	104.42	101.79
1974.....	104.18	101.73
1975.....	103.93	101.66
1976.....	103.68	101.59
1977.....	103.44	101.52
1978.....	103.19	101.44
1979.....	102.95	101.36
1980.....	102.70	101.27
1981.....	102.46	101.18
1982.....	102.21	101.09
1983.....	101.97	100.99
1984.....	101.72	100.89
1985.....	101.48	100.78
1986.....	101.23	100.66
1987.....	100.99	100.54
1988.....	100.74	100.42
1989.....	100.50	100.29
1990.....	100.25	100.15

Such redemption in every case shall be effected upon notice given by publication once in each of two separate calendar weeks in an authorized newspaper, printed in the English language and published

and of general circulation in the Borough of Manhattan, The City of New York (the first of such publications to be no more than sixty and not less than thirty days before the redemption date), and, if any of the Bonds are registered, similar notice shall be sent by the Company through the mail, postage prepaid, at least thirty days and not more than sixty days prior to the redemption date, to the registered owners of such bonds, at their addresses as the same shall appear, if at all, on the transfer register of the Company, all subject to the conditions and as more fully set forth in the Amended Indenture and the Supplemental Indenture of November 15, 1960.

In case an event of default, as defined in the Amended Indenture, shall occur, the principal of all the Bonds at any such time outstanding under the Amended Indenture may be declared or may become due and payable, upon the conditions and in the manner and with the effect provided in the Amended Indenture. The Amended Indenture provides that such declaration may in certain events be waived by the holders of a majority in principal amount of the Bonds outstanding.

This Bond is transferable by delivery except while registered as to principal. This Bond may, from time to time, be registered as to principal in the name of the owner on books of the Company to be kept for that purpose at the agency of the Company in the Borough of Manhattan, The City of New York, and at the agency of the Company in the City of Milwaukee, Wisconsin, and such registration shall be noted hereon, after which no transfer hereof shall be valid unless made on said books by the registered owner hereof in person or by duly authorized attorney, and similarly noted hereon; but this Bond may be discharged from registration by being in like manner transferred to bearer, and thereupon transferability by delivery shall be restored; and this Bond may again, from time to time, be registered or discharged from registration in the same manner. Such registration, however, shall not affect the negotiability of the coupons hereto appertaining, which shall always be payable to bearer and transferable by delivery, and payment to the bearer thereof shall fully discharge the Company in respect of the interest therein mentioned, whether or not this Bond at the time be registered. Such registration, transfers and discharges from registration shall be without expense to the bearer or registered owner hereof, but any taxes or other governmental charges required to be paid with respect to the same shall be paid by

the bearer or registered owner requesting such registration, transfer or discharge from registration as a condition precedent to the exercise of such privilege.

Coupon Bonds of 1990 Series may be exchanged upon surrender thereof, with all unmatured coupons attached, at either of said agencies of the Company for a fully registered Bond or fully registered Bonds without coupons of the same series, of authorized denominations, for the same aggregate principal amount, bearing interest from the May 15 or November 15 next preceding the date thereof (each fully registered Bond without coupons to be dated as of the time of issue, unless issued on an interest date, in which event it shall be dated as of the day next following such interest date), all upon payment of the charges and subject to the terms and conditions set forth in the Amended Indenture.

No recourse shall be had for the payment of the principal of, or the interest on, this Bond, or for any claim based hereon or on the Amended Indenture or any indenture supplemental thereto against any incorporator, or against any stockholder, director or officer, past, present or future, of the Company, or of any predecessor or successor corporation, either directly or through the Company or any such predecessor or successor corporation, whether for amounts unpaid on stock subscriptions or by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any constitution, statute or otherwise, of incorporators, stockholders, directors or officers being released by every bearer or registered owner hereof by the acceptance of this Bond and as part of the consideration for the issue hereof, and being likewise released by the terms of the Amended Indenture.

Neither this Bond, nor any of the coupons for interest hereon, shall be entitled to any benefit under the Amended Indenture or any indentures supplemental thereto, or become valid or obligatory for any purpose, until First Wisconsin Trust Company, the Trustee under the Amended Indenture, or a successor trustee thereto under the Amended Indenture, shall have signed the form of certificate endorsed hereon.

IN WITNESS WHEREOF, Wisconsin Electric Power Company has caused this Bond to be signed in its name by its President or a Vice President, manually or in facsimile, and its corporate seal (or a facsimile thereof) to be hereto affixed and attested by the manual or facsimile signature of its Secretary or an Assistant Secretary, and interest coupons bearing the facsimile signature of its Treasurer to be attached hereto, as of the fifteenth day of November, 1960.

WISCONSIN ELECTRIC POWER COMPANY,

By
President.

Attest:

.....
Secretary.

[FORM OF COUPON]

No. \$25.00

WISCONSIN ELECTRIC POWER COMPANY on the fifteenth day of , , unless the Bond herein mentioned shall have been called for previous redemption and payment thereof duly provided for, will pay to bearer, on surrender of this coupon at the agency of the Company in the Borough of Manhattan, The City of New York or at the agency of the Company in the City of Milwaukee, Wisconsin, the amount shown hereon in any coin or currency of the United States of America, which at the time of payment is legal tender for public and private debts, being six months' interest then payable on its First Mortgage Bond, 5% Series due 1990, No. .

.....
Treasurer.

[FORM OF REGISTERED BOND WITHOUT COUPONS]

WISCONSIN ELECTRIC POWER COMPANY

(Incorporated under the laws of the State of Wisconsin)

FIRST MORTGAGE BOND, 5% SERIES DUE 1990

Due November 15, 1990

No. R.....

\$.....

WISCONSIN ELECTRIC POWER COMPANY, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company", which term shall include any successor corporation as defined in the Amended Indenture hereinafter referred to), for value received, hereby promises to pay to or registered assigns, on the fifteenth day of November, 1990, the sum of _____ Dollars, in any coin or currency of the United States of America, which at the time of payment is legal tender for public and private debts, and to pay interest thereon in like coin or currency from the May 15 or November 15 next preceding the date of this Bond at the rate of five per cent. (5%) per annum, payable semi-annually, on the fifteenth days of May and November in each year until maturity, or, if this Bond shall be duly called for redemption, until the redemption date, or, if the Company shall default in the payment of the principal hereof, until the Company's obligation with respect to the payment of such principal shall be discharged as provided in the Amended Indenture hereinafter mentioned. Both principal of, and interest on, this Bond are payable at the agency of the Company in the Borough of Manhattan, The City of New York, or at the agency of the Company in the City of Milwaukee, Wisconsin.

This Bond is one of a duly authorized issue of Bonds of the Company (herein called the "Bonds"), in unlimited aggregate principal amount, of the series hereinafter specified, all issued and to be issued under and equally secured by a mortgage and deed of trust, dated October 28, 1938, executed by the Company to First Wisconsin Trust Company (herein called the "Trustee"), as Trustee, as amended by the indentures supplemental thereto dated June 1, 1946, May 1, 1952 and April 1, 1958, between the Company and the Trustee (said mortgage and deed of trust, as so amended, being herein called the

"Amended Indenture"), to which Amended Indenture and all indentures supplemental thereto reference is hereby made for a description of the properties mortgaged and pledged, the nature and extent of the security, the rights of the bearers or registered owners of the Bonds and of the Trustee in respect thereto, and the terms and conditions upon which the Bonds are, and are to be, secured. To the extent permitted by, and as provided in, the Amended Indenture, modifications or alterations of the Amended Indenture, or of any indenture supplemental thereto, and of the rights and obligations of the Company and of the holders of the Bonds and coupons may be made with the consent of the Company by an affirmative vote of not less than 75% in amount of the Bonds entitled to vote then outstanding, at a meeting of Bondholders called and held as provided in the Amended Indenture, and by an affirmative vote of not less than 75% in amount of the Bonds of any series entitled to vote then outstanding and affected by such modification or alteration, in case one or more but less than all of the series of Bonds then outstanding under the Amended Indenture are so affected; provided, however, that no such modification or alteration shall be made which will affect the terms of payment of the principal of, or interest or premium (if any) on, this Bond, which are unconditional. The Bonds may be issued in series, for various principal sums, may mature at different times, may bear interest at different rates and may otherwise vary as in the Amended Indenture provided. This Bond is one of a series designated as the "First Mortgage Bonds, 5% Series due 1990" (herein called "Bonds of 1990 Series") of the Company, issued under and secured by the Amended Indenture and all indentures supplemental thereto and described in the Indenture (hereinafter called the "Supplemental Indenture of November 15, 1960"), dated November 15, 1960, executed by the Company to the Trustee.

The Bonds of 1990 Series are subject to redemption (otherwise than for the Sinking Fund provided for in the Supplemental Indenture of November 15, 1960, the Maintenance and Replacement Fund provided for in said Supplemental Indenture and in the supplemental indentures dated June 1, 1946 and March 1, 1949, or upon application of certain moneys included in the trust estate), at any time or from time to time prior to maturity at the option of the Company, either as a whole or in part by lot, upon payment of the regular redemption prices applicable to the respective periods set forth below, together,

in each case, with accrued interest to the redemption date, all subject to the conditions and as more fully set forth in the Amended Indenture and Supplemental Indenture of November 15, 1960.

The Bonds of 1990 Series are subject to redemption for said Sinking Fund, or said Maintenance and Replacement Fund, or upon application of certain moneys included in the trust estate, upon payment of the special redemption prices applicable to the respective periods set forth below, together, in each case, with accrued interest to the redemption date, all subject to the conditions and as more fully set forth in the Supplemental Indenture of November 15, 1960.

If Redeemed During the 12 Months Period Ending November 14	Regular Redemption Price	Special Redemption Price
	Expressed as Percentages of the Principal Amount of the Bonds	
1961.....	107.36	102.36
1962.....	107.12	102.33
1963.....	106.87	102.29
1964.....	106.63	102.25
1965.....	106.38	102.21
1966.....	106.14	102.16
1967.....	105.89	102.12
1968.....	105.65	102.07
1969.....	105.40	102.02
1970.....	105.16	101.97
1971.....	104.91	101.91
1972.....	104.67	101.85
1973.....	104.42	101.79
1974.....	104.18	101.73
1975.....	103.93	101.66
1976.....	103.68	101.59
1977.....	103.44	101.52
1978.....	103.19	101.44
1979.....	102.95	101.36
1980.....	102.70	101.27
1981.....	102.46	101.18
1982.....	102.21	101.09
1983.....	101.97	100.99
1984.....	101.72	100.89

If Redeemed During the 12 Months Period Ending November 14	Regular Redemption Price	Special Redemption Price
	Expressed as Percentages of the Principal Amount of the Bonds	
1985.....	101.48	100.78
1986.....	101.23	100.66
1987.....	100.99	100.54
1988.....	100.74	100.42
1989.....	100.50	100.29
1990.....	100.25	100.15

Such redemption in every case shall be effected upon notice given by publication once in each of two separate calendar weeks in an authorized newspaper, printed in the English language and published and of general circulation in the Borough of Manhattan, The City of New York (the first of such publications to be no more than sixty and not less than thirty days before the redemption date), and, if any of the Bonds are registered, similar notice shall be sent by the Company through the mail, postage prepaid, at least thirty days and not more than sixty days prior to the redemption date, to the registered owners of such Bonds, at their addresses as the same shall appear, if at all, on the transfer register of the Company, all subject to the conditions and as more fully set forth in the Amended Indenture and the Supplemental Indenture of November 15, 1960.

In case an event of default, as defined in the Amended Indenture, shall occur, the principal of all the Bonds at any such time outstanding under the Amended Indenture may be declared or may become due and payable, upon the conditions and in the manner and with the effect provided in the Amended Indenture. The Amended Indenture provides that such declaration may in certain events be waived by the holders of a majority in principal amount of the Bonds outstanding.

This Bond is transferable by the registered owner hereof, in person or by duly authorized attorney, on the books of the Company to be kept for that purpose at the agency of the Company in the Borough of Manhattan, The City of New York; and at the agency of the Company in the City of Milwaukee, Wisconsin, upon surrender and cancellation of this Bond and on presentation of a duly executed written

instrument of transfer, and thereupon a new registered Bond or Bonds without coupons of the same series, of the same aggregate principal amount and in authorized denominations will be issued to the transferee or transferees in exchange herefor; and this Bond, with or without others of like form and series, may in like manner be exchanged for one or more new registered Bonds of the same series of other authorized denominations but of the same aggregate principal amount; or the registered owner of this Bond, at his option, may in like manner surrender the same for cancellation in exchange for the same aggregate principal amount of coupon Bonds of the same series and in authorized denominations, with coupons attached maturing on and after the next ensuing interest date; all upon payment of the charges and subject to the terms and conditions set forth in the Amended Indenture.

No recourse shall be had for the payment of the principal of, or the interest on, this Bond, or for any claim based hereon or on the Amended Indenture or any indenture supplemental thereto, against any incorporator, or against any stockholder, director or officer, past, present or future, of the Company, or of any predecessor or successor corporation, either directly or through the Company or any such predecessor or successor corporation, whether for amounts unpaid on stock subscriptions or by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any constitution, statute or otherwise, of incorporators, stockholders, directors or officers being released by every owner hereof by the acceptance of this Bond and as part of the consideration for the issue hereof, and being likewise released by the terms of the Amended Indenture.

This Bond shall not be entitled to any benefit under the Amended Indenture or any indenture supplemental thereto, or become valid or obligatory for any purpose, until First Wisconsin Trust Company, the Trustee under the Amended Indenture, or a successor trustee thereto under the Amended Indenture, shall have signed the form of certificate endorsed hereon.

IN WITNESS WHEREOF, Wisconsin Electric Power Company has caused this Bond to be signed in its name by its President or a Vice President, manually or in facsimile, and its corporate seal (or a

facsimile thereof) to be hereto affixed and attested by the manual or facsimile signature of its Secretary or an Assistant Secretary.

Dated,

WISCONSIN ELECTRIC POWER COMPANY,

By

Attest:

President.

.....

Secretary.

[FORM OF TRUSTEE'S CERTIFICATE]

This Bond is one of the Bonds, of the series designated therein, described in the within-mentioned Amended Indenture and Supplemental Indenture of November 15, 1960.

FIRST WISCONSIN TRUST COMPANY,

Trustee,

By.....

Authorized Officer.

SECTION 4. Until Bonds of 1990 Series in definitive form are ready for delivery, the Company may execute, and upon its request in writing the Trustee shall authenticate and deliver, in lieu thereof, Bonds of 1990 Series in temporary form, as provided in Section 9 of Article II of the Original Indenture. Such Bonds of 1990 Series in temporary form may, in lieu of the statement of the specific redemption prices required to be set forth in such Bonds in definitive form, include a reference to this Supplemental Indenture for a statement of such redemption prices.

ARTICLE II.

ISSUE OF BONDS OF 1990 SERIES.

SECTION 1. The principal amount of Bonds of 1990 Series which may be authenticated and delivered hereunder is not limited except as the Original Indenture limits the principal amount of Bonds which may be issued thereunder.

SECTION 2. Bonds of 1990 Series for the aggregate principal amount of Thirty million Dollars (\$30,000,000), being the initial issue of Bonds of 1990 Series, may forthwith be executed by the Company and delivered to the Trustee and shall be authenticated by the Trustee and delivered (either before or after the filing or recording hereof) to or upon the order of the Company, upon receipt by the Trustee of the resolutions, certificates, instruments and opinions required by Sections 3 and 4 of Article III and by Article XVIII of the Original Indenture.

ARTICLE III.

REDEMPTION.

SECTION 1. The Bonds of 1990 Series shall, subject to the provisions of Article V of the Original Indenture, be redeemable (otherwise than for the Sinking Fund provided in Article IV hereof, or the Maintenance and Replacement Fund provided in Article IV hereof, and otherwise than pursuant to Section 8 of Article VIII of the Original Indenture except that, in the case of moneys deposited with the Trustee pursuant to Section 5 of Article III of the Original Indenture, redemption pursuant to said Section 8 of said Article VIII shall be at the regular redemption prices referred to below), at any time or from time to time prior to maturity, at the option of the Board of Directors of the Company, either as a whole or in part by lot, upon payment of the regular redemption prices applicable to the respective periods set forth in the form of Bonds of 1990 Series in Section 3 of Article I hereof, together, in each case, with accrued interest to the redemption date.

The Bonds of the 1990 Series shall, subject to the provisions of Article V of the Original Indenture, be redeemable through the operation of the Sinking Fund or the Maintenance and Replacement Fund provided in Article IV hereof, or pursuant to Section 8 of Article VIII of the Original Indenture (otherwise than with moneys deposited with the Trustee pursuant to Section 5 of Article III of the Original Indenture), upon payment of the special redemption prices applicable to the respective periods set forth in the form of Bonds of 1990 Series in Section 3 of Article I hereof, together, in each case, with accrued interest to the redemption date.

SECTION 2. Subject to the provisions of Article V of the Original Indenture, notice of redemption shall be given by publication once in each of two separate calendar weeks in an authorized newspaper in the Borough of Manhattan, The City of New York, the first of such publications to be not more than sixty and not less than thirty days prior to the date fixed for redemption, and, if any of the Bonds to be redeemed are registered Bonds or coupon Bonds registered as to principal, similar notice shall be sent by the Company through the mails, postage prepaid, at least thirty days and not more than sixty days prior to the date of redemption, to the registered owners of such Bonds at their addresses as the same shall appear, if at all, on the transfer register of the Company.

ARTICLE IV.

SINKING FUND AND MAINTENANCE AND REPLACEMENT FUND.

SECTION 1. The Company covenants and agrees that, so long as any Bonds of 1990 Series are outstanding, it will, on or before April 30 of each year beginning with the year 1963 deposit with the Trustee an amount in cash and/or a principal amount of issued Bonds of any series not theretofore made the basis for the authentication and delivery of Bonds or the withdrawal of cash or the reduction of the amount of cash required to be paid to the Trustee under any provision of the Indenture, equal in the aggregate to one per cent. (1%) of (a) the greatest aggregate principal amount of Bonds of 1990 Series outstanding at any one time prior to January 1, of such year less (b) the aggregate principal amount of all issued Bonds of 1990 Series retired pursuant to Section 8 of Article VIII of the Original Indenture prior to the date of such deposit.

On or before April 30 of each such year beginning with the year 1963 the Company shall deliver to the Trustee:

An officers' certificate which shall state:

(1) the greatest aggregate principal amount of Bonds of 1990 Series outstanding at any one time prior to January 1 of such year; and

(2) the aggregate principal amount of all issued Bonds of 1990 Series retired pursuant to Section 8 of Article VIII of the Original Indenture prior to the date of such officers' certificate.

Notwithstanding any other provisions of the Original Indenture or this Supplemental Indenture, the Company shall be permitted from time to time to anticipate in whole or in part the requirements of this Section becoming due on April 30 of the then current year and the two succeeding years, by depositing cash and/or a principal amount of issued Bonds of any series with the Trustee in full satisfaction or in partial satisfaction of the requirements of this Section.

All cash paid to the Trustee pursuant to the provisions of this Section shall be held in trust, but not as part of the trust estate, for the benefit of the holders of the Bonds of 1990 Series.

The Trustee, upon receipt of cash pursuant to the provisions of this Section, shall forthwith proceed to apply the same toward the purchase of issued Bonds of 1990 Series, in an aggregate principal amount not exceeding the amount of cash deposited, on any securities exchange or in the open market or at private sale at the price or prices most favorable to the Company in the judgment of the Trustee; provided, however, that no Bonds of 1990 Series shall be purchased at such price (including accrued interest and brokerage) that the cost thereof to the Company would exceed the cost of redeeming such Bonds of 1990 Series on a date forty days after the date of such purchase (including in such cost the premium, if any, and accrued interest from the interest date next preceding the date of purchase to such redemption date).

Notwithstanding the foregoing provisions of this Section, the Company, at the time of paying to the Trustee any Sinking Fund payment, or at any time or from time to time thereafter, may, by a request in writing signed in the name of the Company by its President or any Vice President, and its Treasurer or any Assistant Treasurer, accompanied by a certified resolution of the Board of Directors authorizing or directing the Trustee to apply an amount therein specified to the redemption of Bonds of 1990 Series, direct the Trustee to apply such Sinking Fund payment or any part thereof (not theretofore disbursed by the Trustee for the purchase of Bonds of 1990 Series or required for the purchase of Bonds of 1990 Series under offers or proposals theretofore accepted by the Trustee) to the redemption of Bonds of 1990 Series, and in such event the amount so specified is hereby required to be applied promptly to the redemption of Bonds of 1990 Series. Upon receipt of such instrument in writing and certified resolution of

the Board of Directors, the Trustee shall select by lot, in any manner determined by the Trustee to be equitable, from the Bonds of 1990 Series, the particular Bonds of 1990 Series or portions thereof to be redeemed, in an aggregate principal amount sufficient to exhaust as nearly as may be the full amount so specified and within ten days after the receipt of such instrument in writing and certified resolution notify the Company of the particular Bonds of 1990 Series or portions thereof to be redeemed. The Company shall thereupon cause notice of such redemption to be given.

Notwithstanding any other provisions of this Section, if moneys in excess of the sum of Fifty thousand Dollars (\$50,000) deposited with the Trustee pursuant to this Section (except moneys which have theretofore been set aside for the purchase of Bonds of 1990 Series or for the redemption of Bonds of 1990 Series called for redemption) shall have remained on deposit for a period of ninety days, such moneys so remaining on deposit shall promptly thereafter be applied by the Trustee to the redemption of issued Bonds of 1990 Series. In such case the Trustee shall select by lot in any manner determined by the Trustee to be equitable from the Bonds of 1990 Series the particular Bonds of 1990 Series or portions thereof to be redeemed in an aggregate principal amount sufficient to exhaust as nearly as may be the full amount of cash remaining on deposit with the Trustee pursuant to this Section and shall notify the Company of the particular Bonds of 1990 Series or portions thereof to be redeemed. The Company shall thereupon cause notice of such redemption to be given.

Any Bonds delivered to, and any Bonds of 1990 Series purchased or redeemed by, the Trustee pursuant to the provisions of this Section shall forthwith be cancelled by the Trustee and shall not be reissued, and, so long as any Bonds of 1990 Series are outstanding, no Bonds so delivered and cancelled and no Bonds of 1990 Series so purchased or redeemed and cancelled shall be made the basis for the authentication and delivery of Bonds, or the withdrawal of cash or the reduction of the amount of cash required to be paid to the Trustee under any provision of the Indenture.

SECTION 2. The Company covenants and agrees that, so long as any of the Bonds of the 1990 Series are outstanding, it will provide a Maintenance and Replacement Fund (herein called the Maintenance and Replacement Fund), as follows—

(A) The Company will, so long as any Bonds of the 1976 Series remain outstanding, make the payments or deliver Bonds to the Trustee in accordance with and as required by the Maintenance Fund for the Bonds of 1976 Series (Section 2 of Part IV of the Supplemental Indenture of June 1, 1946) and comply with all the covenants and provisions of said Maintenance Fund as set forth in said Section 2 of Part IV;

(B) When no Bonds of 1976 Series remain outstanding, the Company agrees that it will, on or before April 30 in each year, make the payments to the Trustee for the maintenance and replacement requirement as provided in Paragraph (B) of Section 2 of Article IV of the Supplemental Indenture of March 1, 1949, and will comply with all the covenants and provisions with respect to such maintenance and replacement requirement contained in said Section 2, and will be entitled to the privilege of using gross property additions in the manner provided therein when the Bonds of 1976 Series no longer remain outstanding, which covenants and provisions are hereby continued in effect so long as any of the Bonds of 1990 Series are outstanding. Nothing in this Supplemental Indenture shall be deemed to prohibit the withdrawal by the Company, upon compliance with the provisions of Section 1 of Article VIII of the Original Indenture, of any cash deposited with the Trustee under this Paragraph (B).

Any Bonds of 1990 Series delivered to, or purchased or redeemed by, the Trustee pursuant to the Maintenance and Replacement Fund, shall forthwith be cancelled by the Trustee and shall not be reissued.

SECTION 3. Upon the purchase or redemption by the Trustee of any Bonds pursuant to the provisions of this Article:

(a) The Company shall pay to the Trustee all interest up to but not including the day of purchase or redemption, as the case may be, on all Bonds so purchased or redeemed, together with cash in the amount, if any, by which the aggregate purchase or redemption price (excluding interest) paid by the Trustee exceeds the aggregate principal amount of the Bonds purchased or redeemed. The cost of all advertising or publishing and all brokerage charges shall be paid by the Company, or, if paid by

the Trustee, shall forthwith be paid to it by the Company upon demand.

(b) The Trustee shall pay to or upon the order of the Treasurer or an Assistant Treasurer of the Company, from any moneys deposited with the Trustee under Sections 1 or 2 of this Article IV, an amount equal to the amount by which the aggregate principal amount of Bonds purchased exceeds the aggregate purchase price (less interest) paid by the Trustee for such Bonds.

SECTION 4. No moneys received by the Trustee pursuant to any provision of the Indenture other than this Article IV, and no Bonds purchased or redeemed with such moneys pursuant to Section 8 of Article VIII of the Original Indenture, shall be credited at any time to or on account of the Sinking Fund or the Maintenance and Replacement Fund provided for in this Article IV.

ARTICLE V.

ADDITIONAL PARTICULAR COVENANTS OF THE COMPANY.

The Company hereby covenants, warrants and agrees:

SECTION 1. That, so long as any Bonds of 1990 Series are outstanding, the Company will not declare any dividends on its common stock (other than dividends payable solely in shares of its common stock) or make any other distribution upon its common stock, or acquire for value any shares of its common stock (except in exchange for shares of its common stock), unless, after giving effect to such declaration, distribution or acquisition,

(a) the sum of

(1) all amounts expended by the Company, during the period commencing March 1, 1949 and ending on the last day of the third month preceding the month in which such dividend is paid or in which such distribution or acquisition is made, for maintenance and repairs and included or reflected in its operating expense accounts,

(2) all appropriations from income, or from earned surplus accumulated during such period, made by the Company

during such period for depreciation and depletion of its plants or property (but not for amortization of utility plant acquisition adjustments), and

(3) the amount by which (i) the sum of \$2,700,000 plus the net income of the Company during such period applicable to the common stock of the Company exceeds (ii) the total amount disbursed by the Company during such period as dividends on its common stock (other than dividends payable in its common stock) and otherwise distributed on its common stock and expended during such period in acquiring shares of its common stock

shall be equal to or in excess of fifteen per cent. (15%) of the operating revenues of the Company during such period as defined in Section 4 of Article IV of the Supplemental Indenture of March 1, 1949,

and

(b) the sum of

(1) \$2,700,000 and

(2) the net income of the Company during such period applicable to the common stock of the Company

shall be equal to or in excess of the total amount disbursed by the Company during such period as dividends on its common stock (other than dividends payable in its common stock) and otherwise distributed on its common stock and expended during such period in acquiring shares of its common stock.

Nothing contained herein, however, shall be construed to prevent the Company from charging to earned surplus accumulated prior to March 1, 1949 (1) surplus charges (including, without limiting the generality thereof, surplus charges such as depreciation adjustments, judgments, settlement of claims, taxes and interest thereon) applicable to a period prior to such date, (2) charges for the write-off of un-amortized debt discount, premium and expense carried on the books of the Company at February 28, 1949 made pursuant to any rule, regulation, requirement or order of any governmental authority having

jurisdiction in the premises, (3) charges for the write-off or write-down, approved by or made pursuant to any rule, regulation, requirement or order of any governmental authority having jurisdiction in the premises, of the amount at which any property of the Company was carried in its plant accounts or in any other accounts as a result of transfer from its utility plant accounts as shown on its books at February 28, 1949, or (4) charges for the write-off of any capital stock expense applicable to the preferred stock of the Company outstanding as at February 28, 1949, or of any commission and expense or any premiums, duplicate interest charges and duplicate dividend requirements which may be incurred in connection with any refinancing of the bonds and preferred stock of the Company outstanding as at February 28, 1949.

SECTION 2. That the Company is lawfully seized and possessed of all of the mortgaged property described in the granting clauses of this Supplemental Indenture; that it has good right and lawful authority to mortgage the same as provided in this Supplemental Indenture; and that such mortgaged property is, at the actual date of the initial issue of the Bonds of 1990 Series, free and clear of any deed of trust, mortgage, lien, charge or encumbrance thereon or affecting the title thereto prior to the Indenture, except as set forth in the granting clauses of the Indenture or this Supplemental Indenture.

ARTICLE VI.

ARTICLE IV AND SECTION 1 OF ARTICLE V LIMITED.

The provisions of Article IV and Section 1 of Article V above shall be binding upon the Company and effective so long, but only so long, as any Bonds of 1990 Series are outstanding.

ARTICLE VII.

THE TRUSTEE.

The Trustee hereby accepts the trusts hereby declared and provided, and agrees to perform the same upon the terms and conditions in the Original Indenture and in this Supplemental Indenture set forth, and upon the following terms and conditions:

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely.

ARTICLE VIII.

MISCELLANEOUS PROVISIONS.

All terms contained in this Supplemental Indenture shall, for all purposes thereof, have the meanings given to such terms in Article I of the Original Indenture.

Although this Supplemental Indenture for convenience and for the purpose of reference is dated November 15, 1960, the actual date of execution by the Company and by the Trustee is as indicated by their respective acknowledgments hereto annexed.

This Supplemental Indenture may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original; but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, said Wisconsin Electric Power Company has caused this Indenture to be executed on its behalf by its President or one of its Vice Presidents and its corporate seal to be hereto affixed and said seal and this Indenture to be attested by its Secretary or one of its Assistant Secretaries; and said First Wisconsin Trust Company, in evidence of its acceptance of the trust hereby created, has caused this Indenture to be executed on its behalf by its President or one of its Vice Presidents, and its corporate seal to be hereto affixed and said seal and this Indenture to be attested by its Secretary or one of its Assistant Secretaries; all as of the fifteenth day of November, One thousand nine hundred and sixty.

WISCONSIN ELECTRIC POWER COMPANY,

(CORPORATE SEAL)

By L. F. SEYBOLD
L. F. SEYBOLD
President.

Attested:

H. P. CHAMBERLIN
H. P. CHAMBERLIN
Secretary.

Signed, sealed and delivered by
WISCONSIN ELECTRIC POWER
COMPANY in the presence of:

ROBERT B. FISHER
ROBERT B. FISHER

H. L. WARHANEK
H. L. WARHANEK
As Witnesses.

FIRST WISCONSIN TRUST COMPANY,

(CORPORATE SEAL)

By H. G. WINES
H. G. WINES
Vice President.

Attested:

DAVID G. OWEN
DAVID G. OWEN
Secretary.

Signed, sealed and delivered by
FIRST WISCONSIN TRUST COM-
PANY in the presence of:

LARRY H. FALTZ
LARRY H. FALTZ

DAVID M. QUALE
DAVID M. QUALE
As Witnesses.

STATE OF WISCONSIN, }
COUNTY OF MILWAUKEE. } SS.:

On this 17th day of November, 1960, before me personally appeared L. F. SEYBOLD and H. P. CHAMBERLIN, to me personally known, who, being by me severally duly sworn, did say: that L. F. Seybold is President and H. P. Chamberlin is Secretary of WISCONSIN ELECTRIC POWER COMPANY, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said L. F. Seybold and H. P. Chamberlin severally acknowledged said instrument to be the free act and deed of said corporation.

(NOTARIAL SEAL)

H. L. COLLINS

H. L. COLLINS

Notary Public

Milwaukee County, Wisconsin

My Commission expires on September 6, 1964

STATE OF WISCONSIN, }
COUNTY OF MILWAUKEE. } SS.:

On this 17th day of November, 1960, before me personally appeared H. G. WINES and DAVID G. OWEN, to me personally known, who, being by me severally duly sworn, did say: that H. G. Wines is a Vice President and David G. Owen is Secretary of FIRST WISCONSIN TRUST COMPANY, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said H. G. Wines and David G. Owen severally acknowledged said instrument to be the free act and deed of said corporation.

(NOTARIAL SEAL)

RAY L. KOPPLIN

RAY L. KOPPLIN

Notary Public

Milwaukee County, Wisconsin

My Commission expires on July 8, 1962

This instrument was drafted by David S. Henkel
on behalf of Wisconsin Electric Power Company.

<u>County</u>	<u>Date Recorded</u>	<u>Time</u>	<u>Volume</u>	<u>Page</u>	<u>Document Number</u>
Wood	Sept. 24, 1975	3:06 P.M.	387	543	544284

WISCONSIN ELECTRIC POWER COMPANY

Data Relative to Recording of

Ninth Supplemental Indenture dated November 15, 1960

This Ninth Supplemental Indenture dated November 15, 1960 was recorded in the office of the Register of Deeds of the Counties listed below, all in the State of Wisconsin, as follows:

<u>County</u>	<u>Date Recorded</u>	<u>Time</u>	<u>Book</u>	<u>Page</u>	<u>Document No.</u>
Calumet	November 18, 1960	10:04 A.M.	79	433	92913
Dane	November 18, 1960	8:05 A.M.	963	1	1013985
Dodge	November 18, 1960	10:35 A.M.	311	600	475836
Fond du Lac	November 18, 1960	9:25 A.M.	448	204	174264
Jefferson	November 18, 1960	8:00 A.M.	282	255	582488
Kenosha	November 18, 1960	8:35 A.M.	564	243	421824
Manitowoc	November 18, 1960	9:11 A.M.	280	469	382633
Milwaukee	November 18, 1960	9:10 A.M.	4245	47	3846933
Ozaukee	November 18, 1960	1:10 P.M.	166	85	184109
Racine	November 18, 1960	8:15 A.M.	682	156	713639
Rock	November 18, 1960	8:00 A.M.	524	270	629014
Sheboygan	November 18, 1960	8:08 A.M.	386	312	760167
Walworth	November 18, 1960	9:00 A.M.	395	37	524680
Washington	November 18, 1960	8:30 A.M.	345	254	254590
Waukesha	November 18, 1960	9:45 A.M.	701	463	534694

(U. S. Documentary Stamps in the amount of \$33,000 were affixed to the original Indenture and were duly canceled on November 23, 1960.)

<u>County</u>	<u>Date Recorded</u>	<u>Time</u>	<u>Book</u>	<u>Page</u>	<u>Document No.</u>
Brown	Aug. 26, 1964	2:14 P.M.	670	30	619318
Outagamie	Aug. 25, 1964	9:00 A.M.	669	367	571694
Waupaca	Aug. 25, 1964	3:40 P.M.	352	404	299768

<u>(60) County</u>	<u>Date Recorded</u>	<u>Time</u>	<u>Volume</u>	<u>Page</u>	<u>Document No.</u>
Portage	May 8, 1968	10:00 A.M.	269	297	269473